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INTERSTATE COMMERCE COMMISSION

Main Office 619 14th Street, N.W. Washington, D.C. 20005 202-624-3081

Interstate Commerce Commission
12th and Constitution Avenue, N. W.

ICE Washington, D. Washington, D. C.

March 1, 1977

Dear Sir:

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Please find enclosed our Cashier's Check #2-691353 in the amount of \$1,100, representing recording fees for the twenty-two enclosed Security Agreements. These Security Agreements, executed by the listed debtors, grant to The National Bank of Washington a security interest in twenty-four seventy-ton, fifty foot, six-inch rigid underframe XF box cars whose serial numbers are listed with the individual debtors names and addresses as follows:

VC9167	de	Walter F. & Ana Maria Abendsheir 5151 Palisade Lane Washington, D. C. 20016	8713
VC917Ó		Joseph H. & Mary T. Battin 616 Goldsboro Drive Rockville, Maryland 20850	8714
VC9171	ï	Henry H. & June S. Krevor 1115 Crestwood Drive Alexandria, Virginia 22302	8715
VC9178		Martin & Pearl Malcolm 7420 Westlake Terrace Bethesda, Maryland	8716
VC9169		George I. & Jacoba Mishtowt 4344 Hawthorne Street, N. W. Washington, D. C. 20010	8717
VC9173	-	Wilbur L. & Pauline E. Parker 111 Quincy Street Chevy Chase, Maryland 20015	8718
VC9185	**************************************	Lawrence & Susan Schor 14821 Rocking Spring Drive Rockville, Maryland 20853	8719



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VC9185		Lawrence & Susan Schor 14821 Rocking Spring Drive Rockville, Maryland 20853	Argonia O Lead

VC9184	David Lawson 5505 Devon Road Bethesda, Maryland 20014	Trans
VC9174	Allen G. & Rochelle R. Siegel 7505 Connecticut Avenue Chevy Chase, Maryland 20015	3 / S S Rie Fahr die
VC9164 VC9165 VC9166	Leon R. Levitsky 7012 Wood Forest Drive College Park, Maryland 20740	Commence of the second
VC9191	Thomas F. Cullen 3233 Aberfoyle Place, N. W. Washington, D. C. 20015	Contract.
VC9168	William E. Rollow 1050 17th Street, N. W Sui Washington, D. C. 20036	te 900
VC9172	Augustus A. & Noreen M. Aquin 18 Infield Court, North Rockville, Maryland	Orden
VC9175	Michael R. & Sandra R. Peskin 13908 Northgate Drive Silver Spring, Maryland	To the second of
VC9176	Jerrold M. Post 7106 Broxburn Drive Bethesda, Maryland 20034	17 ,
VC9177	John Clement Devers 7004 Armat Drive Bethesda, Maryland 20034	<u>.</u>
VC9179	Chong Doo Lee & Ji Soo Lee 9813 Conestoga Way Potomac, Maryland 20854	<u>:</u>
VC9180	Lawrence S. & Janet S. Pohl 4709 North 37th Street Arlington, Virginia 22207	7733
VC9181	Edward C. Gilbert 9010 Logan Drive Potomac, Maryland 20854	• A ∠ Pr
VC9183	Norman J. Cowen 106 Irving Street, N. W Su Washington, D. C. 20010	ite 208

Gior

VC9189

Robert & Kathryn G. Morton

4104 Yerkes Place

Annandale, Virginia 22003

VC9190

Richard H. & Anne H. Jones

3400 North Albemarle Road Arlington, Virginia 22206

Sincerely,

Webb C. Hayes, IV

Vice President

Enclosure

SECURITY AGREEMENT

8714

This agreement is made this 23rd day of December 1976, by and between

Joseph H. Battin and

The National Bank of Washington.

- 1. Parties. That Joseph H. Battin

 are hereinafter referred to as the "debtor". The National Bank of Washington
 is hereinafter referred to as "the secured party".
- 2. The debtor severally hereby grants to the secured party a security interest in the collateral described in paragraph 3 to secure the performance or payment of the obligations and indebtedness of debtor to secured party.

 The aforesaid grant of security interest is limited to and in accordance with the obligations set forth in the promissory note pursuant to this agreement.
- 3. Collateral. The collateral of this security agreement is of the following description:

 One seventy ton, fifty foot, six-inch rigid underframe boxcars, known as XF cars, serial number(s)

 VC 9170

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- 4. Promissory Obligation. The debtor shall pay to the secured party the sum or sums evidenced by the promissory notes executed pursuant to this security agreement in accordance with the terms of the note secured hereby.
- 5. <u>Insurance</u>. The debtor shall cause the collateral to be insured for its fair market value against all expected risks to which it may be exposed or until such time as this security agreement is terminated.
- 6. Sale or Further Encumbrance of Collateral. The collateral will not be sold, transferred or disposed of, or be subjected to any unpaid charge, including taxes, or to any subsequent interest of a third person created by debtor voluntarily or involuntarily, unless the secured party consents in advance in writing to such charge, transfer, disposition, or subsequent interest.
- 7. Default. Misrepresentation or misstatement in connection with non-compliance with or non-performance of any of debtor's obligations or agreements hereunder shall constitute default under this security agreement. In addition, debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the debtor or if debtor makes any assignment for the benefit of creditors or if debtor is more than forty-five (45) days delinquent in payment of the existing promissory notes executed pursuant to this agreement.

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8. Secured Party's Rights and Remedies. Secured party may assign this security agreement by sale or transfer and if secured party does assign this agreement the assignee shall be entitled upon notifying the debtor to performance of the debtor's obligations and agreements hereunder and assignee shall be entitled to all the rights and remedies of the secured party hereunder.

Upon debtor's default, secured party may exercise his rights of enforcement as follows:

- a. to seize the collateral and take possession of said collateral;
- b. require debtor to assemble the collateral and make it available
 to secured party so that secured party may collect and take possession thereof;
- c. dispose of the collateral by public or private sale in a manner as secured party may elect;
- d. maintain an action (at law or otherwise) for collection of any additional monies due; and
- e. waive any default or remedy in any reasonable manner without waiving any other prior or subsequent default.
- 9. <u>Law Governing Security Agreement</u>. The law as set forth in the Interstate Commerce Act, its rules and regulations and the law of the District of Columbia shall govern the interpretation of this security agreement.

WITNESS The National Bank of Washington

WITNESS Jøseph H. Battin

Sworn to before me this day of Accepted 1976.

L. Valiance
Notary Public
My Commission Expires
July 1, 1978